

## **EXHIBIT 4**

**Clarification and Modification Amendment to Statement of Work #4**

This Amendment (the "Amendment") is made effective as of May 15, 2015 ("Amendment Effective Date").

Between:

Sears Holdings Management  
Corporation, as assignee of Sears,  
Roebuck and Co., on behalf of itself and  
for the benefit of its Affiliates ("SHMC")  
3333 Beverly Road  
Mail Station B6-157-B  
Hoffman Estates, Illinois 60179

CalAmp Wireless Networks Corporation  
(successor to CalAmp Wireless Data  
Systems, Inc., "CWNC")  
13655 Dulles Technology Drive  
Suite 200  
Herndon, Virginia 20171

**Sears Holdings Management Corporation**  
on behalf of itself and for the benefit of its  
Affiliates

DocuSigned by:  
By: S. Mike Dierken  
9CE519878DD2492...  
Name: S. Mike Dierken  
Title: VP of Technology

**CalAmp Wireless Networks Corporation**

DocuSigned by:  
By: [Signature]  
37F0E1163FAA40D...  
Name: Lew Blumenstein  
Title: President and CEO

**CLARIFICATION AND MODIFICATION AMENDMENT  
TO STATEMENT OF WORK #4 TO  
MASTER TELECOMMUNICATIONS PROCUREMENT AGREEMENT**

This Amendment (this “**Amendment**”), is made effective as of May 15, 2015 (the “**Amendment Effective Date**”), by and between CalAmp Wireless Networks Corporation (successor to CalAmp Wireless Data Systems, Inc., (“**CWNC**”) and Sears Holdings Management Corporation on behalf of itself and for the benefit of its Affiliates (“**SHMC**”), and amends that certain Statement of Work #4 dated June 5, 2006 (“**SOW#4**”) as amended by Amendment 1 dated July 28, 2006 and by Statement of Work #9 (incorrectly titled as it is an amendment to SOW #4) dated August 1, 2009 (“**SOW#9**”) under that certain Master Telecommunications Procurement Agreement, dated 27 September, 2001, between CalAmp Wireless Data Systems, Inc. and SHMC, amended by the Amendments (the “**Agreement**”). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the Agreement and the provisions of this Amendment, this Amendment will control.

**RECITALS**

**WHEREAS**, SOW#4 provided for the purchase by SHMC of telecommunications services from CWDS;

**WHEREAS**, SOW 9 will hereinafter be referred to as “**Amendment 2 to SOW 4**”;

**WHEREAS**, Amendment 2 to SOW 4 substantially amended SOW4 adding new Services including Terrestrial telecommunication Services and related pricing under Attachment II (Service Fees); and

**WHEREAS**, Amendment #3 to SOW 9, hereinafter to be referred to as “**Amendment 3 to SOW 4**” added Fleet Outlook technology and the related pricing as a Service purchased under SOW 4.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**CLARIFICATIONS AND AMENDMENTS.** The parties agree to the following clarifications and modifications to SOW #4 as of the Amendment Effective Date.

**I. TERM.**

Subject to SHMC’s rights of early termination (which may not be exercised in year 1 with less than 180 days’ prior notice), this Amendment will become effective on this SOW Amendment’s Effective Date and extend the Term of the SOW 4 for three (3) years (the “**Term**”). Thereafter, SOW 4 shall continue on a month-to-month basis until terminated by SHMC on 30 days written notice. SHMC shall have the right to terminate this SOW for convenience upon not less than one hundred eighty (180) days’ prior written notice during year 1 and 60 days prior written notice during years 2 and 3. There are no terminations fees associated with any termination for convenience by SHMC.

## II. FEES OTHER CHARGES& TRAINING.

- 1) **Attachment II (Service Fees)**. Attachment II which was replaced in its entirety pursuant to Amendment 2 to SOW 4 is hereby amended as follows:

- ***Terrestrial Telecommunications Services***. Section 1.2 (Terrestrial Telecommunications Services) is modified by deleting the table and replacing it with the table below. The remainder of Section 1.2 remains unmodified.

### **Terrestrial Telecommunications Services**

<b>Terrestrial Modems</b>				
	<b>Monthly Usage fee Flat Rate ('Plan')</b>			
<b>Monthly Usage per Modem</b>	<b>2MB</b>	<b>3MB</b>	<b>5MB</b>	<b>10MB</b>
<b>GSM Terrestrial Service</b>	<b>\$ 7.99</b>	<b>\$ 9.99</b>	<b>\$ 11.99</b>	<b>\$ 19.99</b>
<b>CDMA Terrestrial Service</b>	<b>\$ 4.73</b>	<b>\$ 6.05</b>	<b>\$ 7.44</b>	<b>\$ 13.17</b>
<b>Terrestrial Service Overage per KB</b>	<b>\$ 0.02</b>	<b>\$ 0.02</b>	<b>\$ 0.02</b>	<b>\$ 0.02</b>
<b>Terrestrial Service Management Fee</b>	<b>\$ 3.50</b>	<b>\$ 3.50</b>	<b>\$ 3.50</b>	<b>\$ 3.50</b>

- ***Data Pump Service Fees***. Section 2 (Data Pump Service Fees) is modified by deleting the table and replacing its with the following:

Data Pump Service Fees ("Data Pump Services") shall be set at \$14.45 for the Term of this Amendment and such pricing is not conditioned on a minimum modem requirement.

As a condition precedent for SHMC to qualify for the above Revised Pricing, SHMC must successfully complete its field upgrade to a new CDMA 5MB plan. The Revised Pricing will take effect one (1) month following the CDMA Field Upgrade.

- 2) **FleetOutlook**. The pricing set forth in Section 3.1 (Monthly Access Fee) of Amendment 3 of SOW 4 is modified by changing the \$2.30 per unit, per month fee to \$2.10. For the avoidance of doubt, the parties agree that there are no additional data transmission fees required to utilize FleetOutlook beyond the network fees accessed in conjunction with the Data Pump Services.
- 3) **FleetOutlookTraining**. Training is offered for Fleet Outlook Software on a once/week basis via WebEx for any authorized SHMC personnel without additional fee. A recurring time window will be determined and communicated to the applicable personnel by the assigned SHMC Program Manager.

### **III. MISCELLANEOUS.**

1)**Divestitures**: SHMC may require, from time to time, that Contractor treat any business that has been or is hereafter divested by SHMC (or one of its Affiliates), as an Affiliate of SHMC for five years after its divestiture.

2)**Governing Law**. Section 21.2 of the Agreement is specifically restated herein by reference.

3)**No Other Amendments**. Except as expressly amended herein, the Agreement shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

*[End of Amendment]*